
United States
Circuit Court of Appeals
For the Ninth Circuit.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,
Appellant,
vs.

BRITISH COLUMBIA MARINE RAILWAY
COMPANY, LIMITED, a Corporation,
Claimant of the Steamship "ALASKAN,"
Her Boilers, Engines, Machinery, Boats, Ap-
parel and Furniture.
Appellee.

Apostles.

Upon Appeal from the United States District Court for
the Western District of Washington, Northern Division.

Filed

JUL 1 - 1915

F. D. Monkland,

Clerk.

United States
Circuit Court of Appeals
For the Ninth Circuit.

ARTHUR F. HUTTON, Doing Business as HUT-
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Appellant,

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BRITISH COLUMBIA MARINE RAILWAY
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Upon Appeal from the United States District Court for
the Western District of Washington, Northern Division.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

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*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,

Intervening Claimant.

Names and Addresses of Counsel.

H. A. MARTIN, Esq., Proctor for Libelant and Ap-
pellant,

204-207 Collins Building, Seattle, Wash-
ington.

IRA BRONSON, Esq., Proctor for Respondent and
Claimant,

614 Colman Building, Seattle, Washington.

J. S. ROBINSON, Esq., Proctor for Respondent
and Claimant,

614 Colman Building, Seattle, Washington.

RICHARD SAXE JONES, Esq., Proctor for Re-
spondent and Claimant,

627 Colman Building, Seattle, Washington.

[1*]

*Page-number appearing at foot of page of certified Transcript of
Record.

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Tackle, Ap-
parel and Furniture,

Respondent.

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Statement.

TIME OF COMMENCEMENT OF SUIT.

July 30, 1912.

NAMES OF PARTIES.

Arthur F. Hutton, doing business as Hutton Ma-
chine Works, Libelant.

Steamship "Alaskan," her boilers, engines, ma-
chinery, boats, tackle, apparel and furniture, Re-
spondent.

DATES WHEN PLEADINGS WERE FILED.

Libel—July 30, 1912.

Answer to Libel—September 11, 1912.

Amended Libel—June 29, 1914.

ISSUANCE OF PROCESS AND SERVICE
THEREON.

On July 30, 1912, issued Monition and Attachment

against Steamship "Alaskan," etc., and delivered the same to Marshal for service. On the 2d day of August, 1912, Marshal returned the same into the clerk's office with return indorsed thereon showing seizure of the steamship "Alaskan," etc., and of the release thereof pursuant to Section 941, R. S. U. S. [2]

REFERENCE TO COMMISSIONER.

Cause was referred to Commissioner William D. Totten to take and report the testimony, and on July 3, 1914, said Commissioner duly returned into the clerk's office his transcript of the testimony so taken, together with the exhibits offered in evidence before said Commissioner.

TIME OF TRIAL.

This cause was submitted to the Honorable Jeremiah Neterer, Judge of the District Court, on briefs and testimony taken before a Commissioner and was by him taken under advisement and a Memorandum Decision was handed down and filed September 8, 1914. Motion for rehearing was submitted on briefs and taken under advisement by the Court and Memorandum Decision on Reconsideration of Decision on Merits was filed October 15, 1914.

DATE OF ENTRY OF DECREE.

Decree of Dismissal was made and entered and filed in said District Court December 2, 1914, and Notice of Appeal was served and filed May 4, 1915.

H. A. MARTIN,

Proctor for Libelant and Appellant. [3]

[Libel and Complaint.]

*In the District Court of the United States for the
Western District of Washington.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libellant.

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, Boats, Tackle, Apparel and Fur-
niture,

Respondent.

The libel and complaint of Arthur F. Hutton, doing business as Hutton Machine Works, against the steamship "Alaskan," whereof, ——— of late was master, her boilers, engines, machinery, boats, tackle, apparel and furniture, and against all persons lawfully intervening for their interest therein, in a cause of contract, civil and maritime, alleges as follows:

First. That at all times herein mentioned the libellant, Arthur F. Hutton, doing business as Hutton Machine Works, has been and now is a resident of Seattle, King County, Washington, and that he has filed with the clerk of the Superior Court for King County, State of Washington, the certificate of firm name, as is by the statutes of the State of Washington in such cases made and provided.

Second. That the said steamship "Alaskan," now lying at Seattle, King County, Washington, in the

district aforesaid, is a vessel of about One Hundred (100) tons burden, and at the time when the said cause of action hereinafter stated and set forth arose, was enrolled and listed for the coasting trade, and employed in the business of commerce, a navigation between ports of the different states and territories of the United States.

Third. That at all times herein mentioned the libellant was [4] engaged in fitting out, furnishing and repairing boats, together with other lines of trade connected with his concern as the Hutton Machine Works, in Seattle, King County, Washington, and that between the dates of the 24th day of August, A. D. 1909, and the 29th day of September, A. D. 1909, the said libellant performed labor, rendered services and furnished materials upon the said steamship "Alaskan," at the special instance and request of the owners and operators of the said boat in said City of Seattle, King County, Washington, which labor performed, services rendered and materials furnished upon said boat was of the reasonable value of Seven Hundred and Fifty-five Dollars and Forty-eight Cents, (\$755.48), which said amount is a lien upon the said vessel.

Fourth. That the master of said steamship or vessel and her officers and owners have never paid to this libellant the said sum of money, or any part thereof except the sum of One Hundred Fifty-four Dollars, Sixty-one Cents (\$154.61); and that there is now due and owing to the said libellant the sum of Six Hundred *and* Dollars and Eighty-seven Cents (\$600.87) which the said master, officers and owners

of the said steamship "Alaskan" have wholly failed, neglected and refused to pay, and that the said sum of \$600.87 is now a lien against the said steamship "Alaskan," which is now lying at Seattle, King County, Washington, in said Western District of Washington.

Fifth. That all and singular of the premises are true and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, this libellant prays that process in due form of law according to the course of this Honorable Court in cases of admiralty and maritime jurisdiction may issue against the said steamship, her boilers, engines, machinery, boats, tackle, apparel [5] and furniture, and that all persons claiming any right, title or interest in the said steamship, or vessel, may be cited to appear and answer upon oath, all and singular matters aforesaid, and that your libellant may have judgment herein in the sum of Six Hundred Dollars and Eighty-seven Cents (\$600.87), together with the costs and disbursements herein, and that the said steamship may be condemned and sold to pay the demands and claims of your libellant aforesaid, with interest and costs and that the libellant may have such other and further relief as in law and justice he may be entitled.

Doing Business as Hutton Machine Works.

H. A. MARTIN,

Proctor for Libellant.

ARTHUR F. HUTTON,

Western District
of Washington,—ss.

Arthur F. Hutton, being first duly sworn, upon oath deposes and says: That he is the Arthur F. Hutton who is the proprietor of the Hutton Machine Works, and that he is the libellant above named who has subscribed to the foregoing libel; that he has read the said libel, knows the contents thereof and believes the same to be true.

ARTHUR F. HUTTON.

Subscribed and sworn to before me this 30th day of July, A. D. 1912.

[Seal of Notary] LE ROY L. TODD,
Notary Public in and for the State of Washington,
Residing at Seattle.

[Indorsed]: Libel. Filed in the U. S. District Court, Western Dist. of Washington, July 30, 1912. A. W. Engle, Clerk. By S., Deputy. [6]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libellant.

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,
Intervening Claimant.

Answer.

Comes now the claimant herein and answering the libel and complaint of the libelant, denies and alleges as follows:

I.

Answering paragraph FIRST of said libel, this claimant has no knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein contained and therefore denies the same.

II.

Answering paragraph THIRD of said libel, this claimant specifically denies that labor services or materials were furnished to the steamship "Alaskan" at the special instance and request of the owners and operators, and that the sum therein alleged or any other sum is a lien upon the said vessel, and as to the other allegations therein contained this claimant has no knowledge or information sufficient to form a belief, and therefore denies the same.

III.

Answering paragraph FOURTH this claimant denies that the said sum of \$600.87, or any sum, is a lien against the said vessel, and as to the other allegations therein contained this claimant has no knowledge or information sufficient to form a belief, and therefore denies the same. [7]

WHEREFORE, the claimant prays that the prayer of the libelant be not allowed and that the

claimant be decreed possession of the said vessel, free from libellant's alleged lien, and that claimant may have judgment for its costs and disbursements and such other relief as to Court may seem meet.

RICHARD SAXE JONES,
IRA BRONSON,

Proctors for Claimant.

State of Washington,
County of King,—ss.

Ira BRONSON, being duly sworn, deposes and says: That he is an attorney for the British Columbia Marine Railways Company, Ltd., claimant in the above-entitled action; that he has read the foregoing answer, knows the contents thereof and that the same are true; that he makes this affidavit for the reason that none of claimant's officers are at present within the jurisdiction.

IRA BRONSON,

Subscribed and sworn to before me this 9th day of September, 1912.

[Seal]

ROBERT W. REID,

Notary Public in and for the State of Washington,
Residing at Seattle.

Due service of a copy hereof admitted this 11th day of Sept., 1912.

H. A. MARTIN.

[Indorsed]: Answer. Filed in the U. S. District Court, Western Dist. of Washington, Sep. 11, 1912. Frank L. Crosby, Clerk. By F. S. Simpkins, Deputy. [8]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,

Intervening Claimant.

Stipulation [That Libel may be Amended, etc.]

IT IS HEREBY STIPULATED AND AGREED
by and between the parties to the above-entitled ac-
tion, by and through their respective attorneys, that
the libel heretofore filed by the libelant herein, may
be amended, by amending the fourth paragraph
thereof to read as follows:

FOURTH.

That the master of said steamship or vessel and
her officers and owners have never paid to this libel-
ant the said sum of money or any part thereof, ex-
cept the sum of One Hundred Fifty-four and
61/100 (\$154.61) Dollars, and that there is now due
and owing to said libelant the sum of Six Hundred
and 87/100 (\$600.87) Dollars, which the said mas-

ter, officers and owners of the said steamship "Alaskan" have wholly failed, neglected and refused to pay and that the said sum of Six Hundred and 87/100 (\$600.87) Dollars is now a lien against the said steamship "Alaskan" under that certain act of the laws of the State of Washington, entitled "An act relating to liens upon steamers and boats, their tackle, apparel and furniture and amending Section 5953 of Ballinger's Annotated Codes and Statutes of the State of Washington" being Chapter 24 of the Laws of 1901, page 21 of the Session Laws of the State of Washington and being Section 1182 of Remington & Ballinger's Annotated Code of the State of Washington, and in Admiralty, and that the said steamship "Alaskan" was at the time [9] of the filing of the libel herein lying at Seattle, King County, Washington, in the Western District of Washington,

AND IT IS FURTHER STIPULATED AND AGREED that the answer heretofore filed to the libel herein, may stand as an answer to the amended libel herein.

Dated at Seattle, Washington, this 31st day of January, A. D. 1903.

H. A. MARTIN,

Proctor for Libellant.

IRA BRONSON,

J. S. ROBINSON,

Proctors for Respondent and for Intervening Claimant.

[Indorsed]: Stipulation. Filed in the U. S. District Court, Western Dist. of Washington, June 29, 1914. Frank L. Crosby, Clerk. By E. M. L., Deputy. [10]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," her Boilers, Engines,
Machinery, Boats, Tackle, Apparel and Fur-
niture,

Respondent.

BRITISH COLUMBIA MARINE RY. CO., LTD., a
Corporation,

Intervening Claimant.

Amended Libel.

The libel and complaint of Arthur F. Hutton, doing business as Hutton Machine Works, against the steamship "Alaskan," whereof ——— of late was master, her boilers, engines, machinery, boats, tackle, apparel and furniture, and against all persons lawfully intervening for their interest therein, in a cause of contract, civil and maritime, alleges as follows:

First. That at all times herein mentioned the libelant, Arthur F. Hutton, doing business as Hutton

Machine Works, has been, and now is a resident of Seattle, King County, Washington, and that he has filed with the clerk of the Superior Court for King County, State of Washington, the certificate of firm name, as is by the statutes of the State of Washington, in such cases made and provided.

Second. That the said steamship "Alaskan," now lying at Seattle, King County, Washington, in the district aforesaid, is a vessel of about one hundred (100) tons burden, and at the time when the said cause of action hereinafter stated and set forth arose, was enrolled and listed for the coasting trade, and employed in the [11] business of commerce, a navigation between ports of the different states and territories of the United States.

Third. That at all times herein mentioned the libelant was engaged in fitting out, furnishing and repairing boats, together with other lines of trade connected with his concern as the Hutton Machine Works, in Seattle, King County, Washington, and that between the dates of the 24th day of August A. D. 1909, and the 29th day of September A. D. 1909, the said libelant performed labor, rendered services and furnished materials upon the said steamship "Alaskan," at the special instance and request of the owners and operators of the said boat in said City of Seattle, King County, Washington, which labor performed, services rendered and materials furnished upon said boat was of the reasonable value of Seven Hundred Fifty-five and 48/100 (\$755.48) Dollars, which said amount is a lien upon the said vessel.

Fourth. That the master of said steamship or vessel and her officers and owners have never paid to this libelant the said sum of money, or any part thereof, except the sum of One Hundred Fifty-four and 61/100 (\$154.61) Dollars, and that there is now due and owing to said libelant the sum of Six Hundred and 87/100 (\$600.87) Dollars, which the said master, officers and owners of the said steamship "Alaskan" have wholly failed, neglected and refused to pay and that the said sum of Six Hundred and 87/100 (\$600.87) Dollars is now a lien against the said steamship "Alaskan" under that certain act of the laws of the State of Washington, entitled "An act relating to liens upon steamers and boats, their tackle, apparel and furniture and amending Section 5953 of Ballinger's Annotated Codes and Statutes of the State of Washington" being Chapter 24 of the Laws of 1901, page 21 of the Session Laws of the State of Washington and being Section [12] 1182 of Remington & Ballinger's Annotated Code of the State of Washington, and in Admiralty, and that the said steamship "Alaskan" was, at the time of the filing of the libel herein, lying at Seattle, King County, Washington, in the Western District of Washington.

Fifth. That all and singular of the premises are true and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, this libelant prays that process in due form of law according to the course of this Honorable Court in cases of admiralty and maritime

jurisdiction may issue against the said steamship, her boilers, engines, machinery, boats, tackle, apparel and furniture, and that all persons claiming any right, title or interest in said steamship or vessel, may be cited to appear and answer upon oath, all and singular matters aforesaid, and that your libelant may have judgment herein the sum of Six Hundred and 87/100 (\$600.87) Dollars, together with the costs and disbursements herein, and that the said steamship may be condemned and sold to pay the demands and claims of your libelant aforesaid, with interest and costs and that the libelant may have such other and further relief as in law and justice he may be entitled.

A. F. HUTTON,

H. A. Martin.

Proctors for Libelant. [13]

State of Washington,
County of King,—ss.

Arthur F. Hutton being first duly sworn upon oath deposes and says: That he is the Arthur F. Hutton who is the proprietor of the Hutton Machine Works and that he is the libelant above named who has subscribed to the foregoing libel; that he has read the said amended libel, knows the contents thereof and believes the same to be true.

ARTHUR F. HUTTON.

Subscribed and sworn to before me this 12th day of March, A. D. 1913.

[Seal]

H. A. MARTIN,

Notary Public in and for the State of Washington,
Residing at Seattle.

Service of within amended libel and receipt of copy admitted this 4th day of June, 1913. Ira Bronson, Attorney for Claimant and Respondent.

[Indorsed]: Amended Libel. Filed in the U. S. District Court, Western Dist. of Washington, Jun. 29, 1914. Frank L. Crosby, Clerk. By E. M. L., Deputy. [14]

In the District Court of the United States for the Western District of Washington, Northern Division.

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,
Intervening Claimant.

Order of Reference.

This cause coming regularly on for hearing on the motion of the libelant for an order of reference, referring the above-entitled matter to a Commissioner for the taking of testimony herein and it appearing to the Court that the libelant has heretofore filed his libel herein against the steamship "Alaskan" and that thereafter upon the seizure of the said boat the British Columbia Marine Railways Com-

pany, Ltd., a corporation, appeared herein as intervening claimant and filed its answer herein denying the allegation of the libel, and the Court being fully advised in the premises, it is hereby ordered, adjudged and decreed that the above-entitled matter be and the same is hereby referred to William D. Totten as a Commissioner for the taking of the testimony herein with directions to take the testimony herein and return the same to this court.

Done in open court this 21st day of November,
A. D. 1912.

CLINTON W. HOWARD,
Judge. [15]

*In the District Court of the United States for the
Western District of Washington, Northern
Division.*

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,
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vs.

Steamship "ALASKAN," her Boilers, Engines,
Machinery, etc.,
Respondent.

BRITISH COLUMBIA MARINE RY. CO., LTD., a
Corporation,
Intervening Claimant.

**Stipulation [That Paragraph 3 of Libel May be
Amended.]**

It is hereby stipulated and agreed by and between
the libelant and the intervening claimant that para-

graph three of the libel may be amended by inserting the total amount of the repairs to make it read \$755.48 instead of \$655.48.

H. A. MARTIN,

Proctors for Libelant,

J. S. ROBINSON,

Of Proctors for Intervening Claimant. [16]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

In the above-entitled cause, pursuant to the order of the Honorable Clinton W. Howard, Judge of the United States District Court for the Western District of Washington, Northern Division, In Admiralty, dated the 21st day of November, 1912, the following proceedings were had and testimony taken before me.

On the 10th day of December, 1912, at 10 o'clock in the forenoon, personally appeared before me, H. A. Martin, Esq., proctor for libelant, and Messrs.

(Testimony of John Urbanek.)

Richard Saxe Jones and Ira Bronson, proctors, and J. S. Robinson, Esq., representing the respondent and intervening claimant, and thereupon the following testimony was taken: [17]

[Testimony of John Urbanek, for Libelant.]

JOHN URBANEK, produced as a witness on behalf of the libelant, being first duly sworn, on oath testified as follows:

Direct Examination.

(By Mr. MARTIN.)

Q. What is your full name?

A. John Urbanek.

Q. Mr. Urbanek, you were the chief engineer on the steamer "Alaskan" in September, 1909?

A. Yes, sir.

Q. And you were chief engineer during the times at which these repairs were made for which libelant is suing? A. Yes, sir.

Q. Were you present when Mr. Hutton made arrangements for the making of these repairs?

A. I was.

Q. Just state what arrangements were made.

A. I was hired by a man named Reeves in our association, and was sent to the steamer "Alaskan" at Eagle Harbor to make a survey and find out what repairs were necessary and give the repair list to Mr. Bradford. I went over there on a Monday, I think it was, I was hired on Saturday, and made a general survey of what things were necessary to be done, and made a copy of the list and handed it to Mr. Bradford, and gave it to him and he acknowl-

(Testimony of John Urbanek.)

edged it, and later on, about, I suppose about an hour or two after, I happened to go across the street towards the Colman Dock and there was Mr. Bradford in front of the Hutton shop having the repair list explaining to Mr. Hutton what was necessary to be done on the steamer "Alaskan," and as I was going across he happened to see me and he told Mr. Hutton [18] in my presence the work to be done accordingly, and I was accepted as chief engineer by him also.

Q. Who was Mr. Bradford?

A. Mr. Bradford is manager and an owner of the steamer "Alaskan."

Q. Were these repairs made under your supervision, your direct supervision? A. Yes, sir.

Q. After they were made, did Mr. Hutton furnish you a statement of the repairs? .

A. There was a bill came and I signed the bill for the work.

Q. I will ask you to examine this bill, and say if that was the bill furnished for your approval and inspection?

A. Yes, sir, it is correct, with my signature to it.

Q. You signed this in both of these places?

A. I did, yes, sir.

Q. And the work set forth by this statement here was done by the Hutton Machine Works on this boat and under your supervision? A. Yes, sir, entirely.

Q. You knew at the time this statement was handed you that it was a correct statement of the work done? A. Yes, sir.

(Testimony of Arthur F. Hutton.)

By Mr. MARTIN.—I will ask to introduce this statement in evidence.

By Mr. ROBINSON.—No objection.

By the COURT.—Statement of account offered by the libelant, purporting to show services rendered and material furnished by the Hutton Machine Works to the steamer “Alaskan,” is offered in evidence by the libelant and received, and marked Libelant’s Exhibit “A.”

No cross-examination. [19]

[Testimony of Arthur F. Hutton, for Libelant.]

ARTHUR F. HUTTON, produced as a witness on behalf of the libelant, being first duly sworn, on oath testified as follows:

Direct Examination.

(By Mr. MARTIN.)

Q. You may state your name. A. A. F. Hutton.

Q. You are the libelant in this case, are you, Mr. Hutton? A. I am.

Q. What business are you engaged in, Mr. Hutton? A. Machine and repair business.

Q. And was so engaged during the time for which the libel was brought? A. I was.

Q. I will ask you what, if any, work you had to do on the steamer “Alaskan” in September and subsequent to September, 1909?

A. General repairs to fit the boat for operation.

Q. How did you happen to make these?

A. Upon the authorization of H. C. Bradford.

Q. Who is H. C. Bradford?

(Testimony of Arthur F. Hutton.)

A. Representative of the Alaska Steamship Company, owners of the vessel "Alaskan,"—the Steamer Alaskan Company.

Q. After you had made these repairs, what did you do then? A. Presented our bill for them.

Q. Is this bill which has been introduced as Libellant's Exhibit "A," the bill that you presented for them? A. It is the bill.

Q. Whom did you first present that bill to?

A. Mr. Bradford.

Q. You also presented it to Mr. Urbanek, did you?
[20]

A. I presented it to Mr. Urbanek,—allow me to correct myself. I presented it to Mr. Bradford after Mr. Urbanek's signature.

Q. How is this made up?

A. Made up in the form shown.

Q. From what did you make this bill up?

A. From our time sheets, and bills of material rendered to us from people we bought from.

Q. What became of these time sheets and bills?

A. I believe they are destroyed.

Q. Have you any other showing the time spent and material used?

A. No, this is the only way we keep our books.

Q. And it was made up at that time?

A. At that time.

Q. You know it was correct?

A. I know of my own knowledge it is correct.

Q. And this labor and material was all furnished on that boat at that time? A. Yes, sir.

(Testimony of Arthur F. Hutton.)

Q. Was anything paid on this account? .

A. About \$154.61 paid on this account.

Q. Who paid that? A. Mr. Bradford.

Q. I will ask whose credit these repairs were made on, whether the credit of the boat or credit of the company? A. Credit of the vessel.

Q. Would you have made these repairs on anything but the credit of the vessel?

A. I would not.

Q. Has this balance or any part of it ever been paid since the payment of \$154.61? [21]

A. Not since.

Q. Have you ever made any effort to collect this balance? A. Several.

Q. Do you know where this boat has been for the past three years, whether or not it has been in the jurisdiction of the United States Court?

A. Been out of the jurisdiction of the United States Court, out in the British Columbia waters, I believe, I know she is.

No cross-examination. [22]

[Testimony of H. C. Bradford, for Libellant.]

And afterwards, on the 31st day of October, 1913, at the hour of 2:30 o'clock P. M., personally appeared H. C. BRADFORD, a witness on behalf of the steamship "Alaskan" respondent and intervening claimant, and J. S. Robinson, Esq., Proctor, representing said respondent and intervening claimant; and H. A. Martin, Esq., Proctor for the libellant, and the said witness being first duly sworn, on oath testified as follows:

(Testimony of H. C. Bradford.)

Direct Examination.

(By Mr. ROBINSON.)

Q. Your name is H. C. Bradford?

A. H. C. Bradford, yes, sir.

Q: Mr. Bradford, were you an agent for the owners of the steamship "Alaskan" in September, 1909? A. Yes, sir.

Q. Who was the owner of the steamship "Alaskan" at that time?

A. Mr. C. H. Black and H. C. Strong.

Q. And was it owned by a corporation?

A. Yes, it was; called the Steamer Alaskan Co., Inc.

Q. Do you mean that they were the holders of the stock of the corporation which owned it?

A. They were the holders of the stock in the corporation.

Q. Did you hold any stock or own any interest in any way yourself? A. I did not.

Q. As I understand you, you acted as agent for them? A. Yes, sir.

Q. Mr. Bradford, do you remember, or do you not remember, of ordering some repairs made on the steamship "Alaskan" in the engineer's department in September, 1909?

A. Let me see, there were some repairs that I ordered, yes.

Q. Did you have a talk with Mr. Arthur Hutton concerning some repairs to be made on the steamship "Alaskan" at about that time?

A. I couldn't say what time it was, I don't know;

(Testimony of H. C. Bradford.)

we had some repairs in August, I think. [23]

Q. 1900, in the fall, anyway? A. Yes, sir.

Q. Did you order those certain repairs to be made by Mr. Arthur Hutton, about that time? A. Yes.

Q. Do you remember where you saw Mr. Hutton and talked with him?

A. I think in front of his place of business.

Q. Where was that?

A. I think at that time it was on Railroad Avenue.

Q. Was there any agreement made concerning the payment for these repairs?

A. There was none.

Q. Did Mr. Hutton, or you, either of you, say anything specifically upon what credit these repairs were to be made? A. No, we did not.

Q. I will ask you directly whether or not you told Mr. Hutton that these repairs were to be made on the credit of the vessel.

A. I did not. I didn't order these repairs made as far as the bill goes.

Q. Did you ever, at any time, Mr. Bradford, engage Mr. Hutton to make any repairs on the steamship "Alaskan" under an agreement that the credit of the vessel should be pledged for the payment of the bill? A. No, I did not. [24]

Cross-examination.

(By Mr. H. A. MARTIN.)

Q. You were manager of the Steamer Alaskan Company? A. I was simply acting as agent.

Q. You were designated as manager?

A. Not of the Alaskan.

(Testimony of H. C. Bradford.)

Q. What company were you manager of?

A. Northland Steamship Company.

Q. Was that in existence in 1909? A. Oh, yes.

Q. Is the Steamer Alaskan Company in existence now? A. I think not.

Q. When did it go out of existence?

A. I don't know.

Q. Do you know at about what time?

A. I really don't know anything about it.

Q. What was the reason for the Steamer "Alaskan" going out of existence?

A. Because they chartered her to the Everett Navigation Company.

Q. And afterwards sold her? A. Yes.

Q. What connection did they have with the Ketchikan Steamship Company?

A. The Ketchikan Steamship Company was when she was operated first in carrying mails and afterwards they incorporated her.

Q. In the Steamer "Alaskan"? A. Yes.

Q. The Ketchikan was in existence about the same time as the Steamer Alaskan Company? [25]

A. No, because we finished carrying mails; we retained the Alaskan and sold the other business, and called it the Alaskan, Incorporated.

Q. What was the financial condition of the Steamer Alaskan Company during this year?

A. I couldn't tell you that.

Q. It wasn't very good, was it?

A. Well, it had the value of the boat.

Q. Outside of that, it had no financial resources

(Testimony of H. C. Bradford.)

whatever? A. I don't know; I was simply agent.

Q. You didn't know anything about its finances?

A. No further than the boat.

Q. You know that the reputation this company had was not very good, financially, during that time?

A. No, I do not.

Q. You won't deny that that is a fact?

A. I don't even know; I will not deny anything.

Q. You say Mr. Hutton did not make these repairs through your order?

A. Not the bill that he has brought against us.

Q. What repairs did he make?

A. Previous repairs that were made, and for which we paid.

Q. You knew Hutton was making the repairs during all that time? A. Not during this time.

Q. Do you mean to say you didn't know that he was making of these repairs for which this bill was rendered? A. No, I did not.

Q. And this bill was handed to you after the repairs were made? A. Yes, sir. [26]

Q. What did you tell Hutton then?

A. I told him I didn't know anything about it, the work had been ordered by the engineer of the charter parties.

Q. Didn't the engineer make out a list of the work and take it to you, and you took it to Mr. Hutton at his place of business and have him do the work?

A. Not on this bill.

Q. What bill was it then?

A. It was a previous bill that the engineer made up

(Testimony of H. C. Bradford.)

on a piece of yellow paper like this, which I asked Mr. Hutton to do, that work was done and the bill was paid.

Q. Who was the engineer? A. Mr. Urbaneck.

Q. All repairs made on this boat were made under the direction of Mr. Urbanick?

A. The first repairs—the first bill.

Q. And the second bill also?

A. I don't know.

Q. He was the chief engineer of the boat all the time? A. Yes, sir.

Q. Who was the master of the boat at that time?

A. I don't know.

Q. Don't you know?

A. I had nothing to say as to who the master was to be.

Q. And you don't know who the master of the boat was at the time these repairs were made?

A. No, I don't know.

Q. How much did the bill amount to that you ordered done? A. I couldn't remember now.

Q. You know who paid that?

A. I must have paid it myself, as the agent. [27]

Q. Did it amount to over \$100?

A. I should think so.

Q. Over \$150?

A. I would think it amounted to more than that.

Q. You never paid anything on this bill at all?

A. Not that I know of.

Q. Do you recollect two bills being presented to you, signed by Mr. Urbanick, the chief engineer?

(Testimony of H. C. Bradford.)

A. No, I don't.

Q. Those were not presented to you at all?

A. I don't know; I don't remember.

Q. Did you ever see this? (Libellant's Exhibit "A.")

A. I must have seen it, but not to remember the amounts.

Q. That is Libellant's Exhibit "A." Did you ever see this signature? A. I don't remember.

Q. You won't deny that these two bills, signed by John P. Urbanick, chief engineer of the steamer "Alaskan," were presented to you at all?

A. No, I won't deny that.

Q. And wasn't the sum of \$154.61 paid by you on this account after Mr. Urbanick signed these bills and presented them to you?

A. I don't know whether it was on that account or not; I think perhaps they ran the bills together. I remember paying one bill for work that I ordered done, but what the amount was I don't remember now.

Q. You don't remember whether it was after this whole bill had been rendered to you or not?

A. No, I don't remember that.

Q. These repairs were necessary to the operation of the boat? [28] A. I don't know that.

Q. Didn't you go and see when Mr. Urbanick asked for repairs to be made?

A. Not for this bill, but the repairs he ordered at first he did.

Q. Didn't you ask Mr. Hutton to go ahead with

(Testimony of H. C. Bradford.)

the repairs that were necessary?

A. No, to make what repairs were ordered by Mr. Urbanick on that slip of paper.

Q. Mr. Strong has not told you that you personally must pay that bill? A. He did tell me that.

Q. Why did he tell you that?

A. Because he probably thought the repairs had been made under my orders and had to be paid for.

Q. Why did he tell you you personally had to pay that bill? A. Because I was acting as agent.

Q. And you were making arrangements to pay it at one time, were you not?

A. Yes, at first I said I would pay it.

Q. Now, will you tell me why you said you would pay it at first, when you did not authorize the orders?

A. Simply because they were asking me to pay it.

Q. And you considered that as sufficient reason that you should pay it, although you had never ordered the work done?

A. Because there were other things at issue that would have made a difference to me on other stock in the other company.

Q. It would have made a difference of \$600.00 to you? A. Yes.

Q. Why didn't they insist on your paying it?

A. I don't know. [29]

Q. Did it make this difference to you when you didn't pay it? A. It has not as yet.

Q. You won't say that these repairs, represented by these—by this bill here, were not necessary to the operation of the boat, will you?

(Testimony of H. C. Bradford.)

A. I don't know anything about these repairs on this one bill in particular.

Q. When did you order the work done which you now admit you had Hutton do?

A. I couldn't tell the exact date, I think the latter part of August.

Q. The latter part of August? A. I think so.

Q. How long did it take him to do that work?

A. I don't know that.

Q. That was a considerable bill of work, was it not?

A. I don't remember just what it was, it wasn't supposed to be very much, I know, the time before it was ordered.

Q. It took him about two weeks to do the work, didn't it? A. I don't know.

Q. Now, don't you know that the first bill of work that he did amounted to 66 cents over \$601.00?

A. No, I know that we paid the first bill, but I cannot remember the amount.

Q. Will you examine this, exhibit "A," and see if that first bill did not amount to over \$600.00?

A. It totals here, \$601.00, yes, sir.

Q. That was for the first two weeks' work done?

A. I don't know what time was required at this work.

Q. Doesn't the exhibit show here that it was commenced on the 25th of August and finished on the 8th of September? [30] A. It does.

Q. You won't dispute that fact, will you?

A. That is what the exhibit shows, yes, sir.

(Testimony of H. C. Bradford.)

Q. Did you ever order any other repairs on this boat?

A. I couldn't say—I don't know, I am sure; I think Mr. Hutton has done work for us previously at different times.

Q. Through your order?

A. Possibly, through mine, it might have been through the owners.

Q. What other man residing here had active charge of the boat?

A. The owner, Mr. Black, Mr. Strong being here a part of the time. The boat was always subject to their orders.

Q. Mr. Strong was never here?

A. Yes, maybe four or five times a year.

Q. He lives at Ketchikan? A. Yes.

Q. And Mr. Black seldom ever takes any interest in these enterprises?

A. He does, in inspection of the office occasionally, and advises, but active business management, very seldom.

Q. And very seldom interferes with matters of that kind?

A. No, we generally consult him on repair work.

Q. Can you name any instance when you consulted him concerning repairs? A. On the "Alaskan"?

Q. Yes. A. No.

Q. Did you consult him on the repairs Mr. Hutton made under your order—the first bill of repairs?

A. I believe I told him the repairs had to be done before she went under charter. [31]

(Testimony of H. C. Bradford.)

Q. Seattle was the home port of this boat, was it not?

A. I think not, I think Ketchikan, Alaska was, but I am not sure.

Q. Do you still think that Ketchikan, Alaska was? (Handing witness letter.)

A. I think so.

Q. Wasn't Mr. Reed the master of the boat at that time?

A. Captain Reed of the Everett Navigation Company was the master I think; he was supposed to be when they made the charter. I am positive that he was acting as master at that time.

Q. Are any of the officers of the company resident here, now? A. No, I don't think so.

Q. When will Mr. Strong be here?

A. I don't know that, perhaps in December, maybe the last part of November.

Q. Did you ever talk to the master concerning these repairs. A. I don't know whether I did or not.

Q. When you chartered the boat it was your agreement and that you would put the boat in good operating condition?

A. Agreed to do certain things as their engineer asked for?

Q. What do you mean by "certain things their engineer asked for"?

A. We agreed to do, to have done the work that Mr. Urbanick showed me and which I asked Mr. Hutton to do, and for which I paid, as you see, amounting to \$600.00; that was the work to be done,

(Testimony of H. C. Bradford.)

although I had forgotten the amount of the bill.

Q. Did you pay the \$600.00?

A. I don't know. [32]

Q. Who authorized you to make this agreement and have these repairs paid for?

A. The owners, I suppose.

Q. You did have authority to make that agreement then? A. Acting as agent I did, yes, sir.

Q. From the owners? A. Yes, sir.

Q. And you made that agreement under their direction?

A. There was nothing said about it, I think, in this case.

Q. They knew you made the agreement, did they not?

A. I don't know whether they did or not, I am not sure.

Q. Did they ever raise any objection to your making the payment on the account?

A. The question never came up.

Q. They would know in due course of time that the payment had to be made? A. Oh, yes.

Q. And they never questioned it?

A. Not to my knowledge.

Q. Would you undertake to make that sort of an agreement without any consultation with the owners?

A. No, I would not.

Q. Then you did consult them?

A. About the charter, but I couldn't say about the work it is so far back I couldn't remember.

Q. You will admit, won't you, that Hutton filed a

certified of assumed name with the clerk of Supreme Court?

By Mr. ROBINSON.—Yes, we admit that. [33]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as Hutton
Machine Works,

Libelant,

vs.

Steamship “ALASKAN,” Her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

[**Testimony of Arthur F. Hutton, for Libelant
(Recalled)**].

On the 6th day of June, 1914, at the hour of 1 o'clock in the afternoon, personally appeared ARTHUR F. HUTTON, witness on behalf of the libelant, and H. A. Martin, Esq., Proctor, representing said libelant; and J. S. Robinson, Esq., Proctor for the respondent and intervening claimant, and the said witness having been heretofore sworn, on oath further testified as follows:

Direct Examination.

(By Mr. MARTIN.)

Q. Mr. Hutton, when Mr. Bradford was here tes-

(Testimony of Arthur F. Hutton.)

tifying, he testified that this work that you did was not all included in the list that Mr. Urbaneck made up for the work to be done; I will ask you if all of this work included in the list from August 25th to September 8th, which is exhibit "A," was the list prepared by Urbaneck?

A. To my recollection and knowledge I believe yes.

Q. Were these repairs that you made at that time necessary repairs to be made for the operation of the boat? [34] A. Absolutely.

Q. Had you done work for these people before?

A. On several occasions.

Q. How had you charged on other occasions?

A. To the vessel direct?

A. And the bills had always been rendered to Bradford, charged to the boat direct?

A. Charged to the boat, rendered to the company's office.

Q. Would you have done the work that was done on this boat on anything except the credit of the vessel? A. Absolutely not.

Q. All of the labor and material represented by exhibit "A" here went into that boat? A. It did.

Cross-examination.

(By Mr. ROBINSON.)

Q. Mr. Hutton, had you previously done work on this particular boat, the "Alaskan"?

A. Not to my recollection.

Proctor for Libelant offerene in evidence a dupli-

(Testimony of Arthur F. Hutton.)

cate certificate of registry No. 2-A of the steamship called the "Alaskan of Ketchikan," issued at Port Townsend, Washington, March 19, 1906, and there being no objection on part of the counsel for the claimant the same is admitted in evidence, marked exhibit "B."

All of which is respectfully reported to the Court.
July 3, 1914.

WM. D. TOTTEN,
Commissioner. [35]

[Indorsed]: Testimony of Witnesses. Filed in the U. S. District Court, Western Dist. of Washington, July 3, 1914. Frank L. Crosby, Clerk. By _____, Deputy. [36]

[Opinion.]

*United States District Court, Western District of
Washington, Northern Division.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, etc.,
Respondents.

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Filed September 8, 1914.

H. A. MARTIN, for Libelant.

BRONSON & ROBINSON, for Respondent
and Intervening Claimant.

NETERER, District Judge:

It is agreed by the parties to this action that if a lien exists, it is by virtue of the law of Washington. The question for decision is, were the repairs made on the steamship "Alaskan" by the libelant, done upon the credit of the vessel? The testimony shows that the repair work was charged to the vessel and not to the owner, and that it was the intention of the libelant to hold the vessel. The testimony is conclusive, however, that there was no understanding between the parties that the vessel should be held for the work. There was nothing said to or by the owners of the vessel or their agent that the vessel was to be held. The credit of the vessel rested solely with the libelant. It has been held by an unbroken line of decisions by the Circuit Court of Appeals of this Circuit, that for the purpose of establishing a lien against a vessel under the laws of the State, it is essential to the validity of the lien that the work be done upon the credit of the ship, and that both parties to the transaction so understood it—*Alaska & Pacific Steamship Co. v. The Chamberlain*, 116 Fed. 600; *The F. A. Kilbourne*, 179 Fed. 107. This rule has been followed in other [37] *other* Circuits—*The Alligator*, 153 Fed. 219; *The William P. Donnelly*, 156 Fed. 305; *The Goldenrod*, 151 Fed. 9.

The contention that this case falls within the holding of the Circuit Court of Appeal in "The Bainbridge," 210 Fed. 620, is not well taken. In that case it was understood that the engines which were furnished were to be held until paid for. Judge Gilbert, for the Court, said,

"There was an understanding that the appellant was to hold the engines until final payment was made. The engines representing almost the entire outlay of the appellant, having gone into the vessel, there was no way by which the appellant could hold the engines otherwise than by holding the vessel. The owner must have understood that the vessel was liable for the material and machinery so furnished at the time this work was being done. King & Winge, who were making repairs, were told by the owner, 'The boat is good for the work,' "

and Judge Gilbert further stated:

"In view of the terms of the lien law and the fact that in the present case the appellant furnished valuable machinery which became part and parcel of the vessel, slight evidence should be required to establish the fact that the work was done and the material furnished on the faith and credit of the vessel, especially where, as here, there is an entire absence of evidence to indicate a contrary intention."

In the instant case, there is an utter absence of *of* evidence to show that there was any sort of an understanding or anything upon which to predicate an inference as to such understanding on the part of

the owner. "The Bainbridge" does not change the rule that to maintain a lien on a vessel, under a state statute, it must be contemplated by both parties, and the testimony not bringing libellant within this rule, a decree for respondents is directed.

JEREMIAH NETERER,

Judge.

[Indorsed]: Opinion. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, Sept. 8, 1914. Frank L. Crosby, Clerk. By S. E. Leitch, Deputy. [38]

[Opinion on Petition for Rehearing.]

*United States District Court, Western District of
Washington, Northern Division.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libellant.

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Filed October 15, 1914.

ON PETITION FOR REHEARING AND RE-
CONSIDERATION OF DECISION. PETI-
TION DENIED. DECREE FOR RESPOND-
ENTS DIRECTED.

H. A. MARTIN, for Libelant.

BRONSON & ROBINSON, for Respondent
and Intervening Claimant.

NETERER, District Judge:

On September 8, 1914, a decision was filed in the
above cause in which the court said that,

“The testimony shows that the repair work
was charged to the vessel and not to the owner,
and that it was the intention of the libelant to
hold the vessel. The testimony is conclusive,
however, that there was no understanding be-
tween the parties that the vessel should be held
for the work. There was nothing said to or by
the owners of the vessel or their agent that the
vessel was to be held. The credit of the vessel
rested solely with the libelant. It has been held
by an unbroken line of decisions by the Circuit
Court of Appeals of this Circuit that for the
purpose of establishing a lien against a vessel,
under the laws of this state, it is essential to the
validity of the lien that the work be done upon
the credit of the ship, and that both parties to
the transaction so understood it. *Alaska & Pa-
cific Steamship Co. v. The Chamberlain*, 116
Fed. 600; *The F. A. Kilbourne*, 179 Fed. 107.
This rule has been followed in other Circuits.

The Alligator, 153 Fed. 219; The William P. Donnelly, 156 Fed. 305; The Goldenrod, 151 Fed. 9."

Libelant was seeking to establish a lien under the state law upon the "Alaskan" for repairs made. It was held that in the [39] instant case there was an utter absence of evidence to show that there was any understanding upon which to predicate an inference on the part of the owner that the repairs were furnished upon the credit of the vessel, and a decree for respondents was directed.

A petition for rehearing has been filed, in which it is contended that the decision is contrary to law, and further, that while the libelant seeks to foreclose a lien under the state law, it is established by the evidence that the vessel belonged to a foreign port, and that a lien under the general admiralty law attached. The testimony shows that the vessel was owned by a Washington corporation. The registration shows the vessel to be owned by a Washington corporation, but that her home port is Ketchikan, Alaska. I am satisfied with the former holding that no lien attached under the state statute. In *The Bainbridge*, 210 Fed. 620, Judge Gilbert, for the Circuit Court of Appeals, said:

"There was an understanding that the appellant was to hold the engines until final payment was made. The engines representing almost the entire outlay of the appellant, having gone into the vessel, there was no way by which the appellant could hold the engines otherwise than by holding the vessel. The owner must have

understood that the vessel was liable for the material and machinery so furnished at the time this work was being done. King & Winge, who were making repairs, were told by the owner, 'The boat is good for the work,' "

and,

"In view of the terms of the lien law and the fact that in the present case the appellant furnished valuable machinery which became part and parcel of the vessel, slight evidence should be required to establish the fact that the work was done and the material furnished on the faith and credit of the vessel, especially where, as here, there is an entire absence of evidence to indicate a contrary intention."

In the instant case, there is no evidence of any character which would indicate that the claimant understood that the repairs would be done upon the credit of the ship, although such may have been [40] the secret determination and conclusion of libellant. There is no testimony to take the case out of the rule established by the Circuit Court of Appeals.

The only question that remains for determination is, where is the home port? This matter must be determined upon precedent and not upon reason.

"Materialmen who furnish materials * * * in a port other than a port of the state where the vessel belongs, have a maritime lien on the vessel therefor."

“But not for materials and supplies furnished to a vessel in her home port.”

(*The Belfast*, 7 Wall. 74 U. S. 645.)

“A maritime lien does not arise for repairs made and supplies furnished in the home-port of the vessel. *The General Smith*, 4 Wheaton.”

(*The Kalorama*, 77 U. S. 211, 10 Wall.)

Circuit Judge Dillon in “*The Albany*,” Vol. 1, Federal Cases, No. 131, page 288, holds that the residence of the owners determines whether the vessel is foreign or domestic, and not her enrollment, where the two are different, and quotes as follows:

“The admiralty has a clear jurisdiction to maintain such suits whenever the supplies have been furnished to the vessel in a foreign port, and every port is foreign to her which is not in the same state to which she belongs, so the doctrine was laid down in the case of the ‘*General Smith*,’ and it has never, to my knowledge, been in the slightest degree departed from. ‘Ports of states, other than those of the state where the vessel belongs,’ says Clifford, Judge, ‘are considered as foreign ports.’ *The Lulu*, 77 U. S. 200, 10 Wallace.”

“The term ‘foreign port’ in the jurisprudence of the United States, includes all maritime ports other than those of the state where the vessel belongs. *Burke v. ‘The Richmond,’* Case No. 2, 161; “‘*The Lottawanna*,’ 21 Wall. 88 U. S. 594).”

In that case “*The Albany*” was owned at a City in Wisconsin and was enrolled at Galena, in Illinois,

the nearest collector's office to the residence of the owner. Necessary [41] supplies were furnished by the libelant to the vessel at La Cross, Wisconsin. The court held that the libelant was not entitled to a maritime lien on the vessel, and concluding, stated that "The Albany"

"belonged to the State of Wisconsin, and that every port in that state was, as respects materialmen, the home port of the vessel. The libelant residing in and extending credit in that state, is, under the view of the Supreme Court, conclusively presumed to have extended it to the owner who resided in the state, or to the master, and has no implied or maritime lien on the vessel."

The owner, in the instant case, being a Washington corporation, is necessarily a resident of Washington, and every port in Washington, as respects materialmen, would be the home port of the vessel. *St. Jago De Cuba*, 9 Wheaton, 409. "*The Alaskan*" being owned by a Washington corporation, enrolled at the collector's office in the State of Washington, but with a recitation in the enrollment that the home port was Ketchikan, must be held to belong to Washington, and a lien not being established under the laws of this state, and a lien under the general maritime law not obtaining, a decree for respondents is directed.

JEREMIAH NETERER,
Judge.

[Indorsed]: Opinion. Filed in the U. S. District Court, Western Dist. of Washington, Northern Di-

vision, Oct. 15, 1914. Frank L. Crosby, Clerk. By E. M. L., Deputy. [42]

In the District Court of the United States for the Western District of Washington, Northern Division.

IN ADMIRALTY—No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, etc.,
Respondent.

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Claimant.

Decree of Dismissal.

This matter coming up to be heard on this 2d day of December, 1914, upon motion of the claimant, British Columbia Marine Ry. Co., Ltd., a corporation, for the entry of a decree dismissing the libel of the libelant, Arthur F. Hutton, doing business as Hutton Machine Works; and it appearing that this cause was heard upon the pleadings and proof and after argument of counsel for the respective parties, the court entered its memorandum decision, finding that the evidence failed to prove that there was any pledge of the vessel, and that the libelant was not entitled to a lien; and the motion to rehear the same having been made by the libelant; and after full argument a second memorandum decision having been filed finding that the libelant, Arthur F. Hut-

ton, doing business as Hutton Machine Works, was not entitled to a lien:

IT IS NOW ORDERED, ADJUDGED AND DECREED by the Court that the libel of Arthur F. Hutton, doing business as Hutton Machine Works, be and the same is hereby dismissed; and it is further ordered and decreed that the claimant, British Columbia Marine Ry. Co., Ltd., a corporation, recover from the said libelant its costs herein to be taxed. Done in open court this 2d day of December, 1914.

JEREMIAH NETERER,
Judge. [43]

Approved as to form.

H. A. MARTIN,
Proctor for Libelant.

[Indorsed]: Decree of Dismissal. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, Dec. 2, 1914. Frank L. Crosby, Clerk. By E. M. L. Deputy. [44]

*In the District Court of the United States for the
Western District of Washington.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN." Her Boilers, Engines,
Machinery, Boats, Apparel, and Furniture,
Respondents,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Notice of Appeal.

To steamship "Alaskan," Respondent; British Columbia Marine Ry. Co., a corporation, Intervening Claimant, and to Bronson & Robinson, and to R. S. Jones, their Proctors.

You and each of you will please take notice that Arthur F. Hutton, doing business as Hutton Machine Works, the libelant herein, hereby appeals to the United States Circuit Court of Appeals for the Ninth Circuit, from the decree entered herein on or about the second (2d) day of December, A. D. 1914, and from each and every part thereof.

Dated this 4th day of May, A. D. 1915.

H. A. MARTIN,
Proctor for Libelant.

Service of within Notice of Appeal and receipt of copy admitted this 4th day of May, 1915.

BRONSON, ROBINSON & JONES,
Proctors for Respondent and Claimant.

[Indorsed]: Notice of Appeal. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [45]

*In the District Court of the United States for the
Western District of Washington.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN." Her Boilers, Engines,
Machinery, Boats Tackle, Apparel and Furni-
ture,

Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Order Allowing Appeal.

On the motion of H. A. Martin, Proctor for the libelant and appellant herein it is hereby ordered that an appeal to the United States Circuit Court of Appeals for the Ninth Circuit from the decree heretofore made, rendered and entered herein, be and the same is hereby allowed.

IT IS FURTHER ORDERED that the bond on appeal herein be the sum of Two Hundred Fifty (\$250.00) Dollars.

Done in open Court this 4th day of May, A. D. 1915.

JEREMIAH NETERER,

Judge.

Service of within Order Allowing Appeal and receipt of copy admitted this 4th day of May, 1915.

BRONSON, ROBINSON & JONES,

Proctors for Respondent and Claimant.

[Indorsed]: Order Allowing Appeal. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [46]

In the United States Circuit Court of Appeals for the Ninth Circuit.

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, Boats Tackle, Apparel and Furni-
ture,

Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Bond on Appeal.

KNOW ALL MEN BY THESE PRESENTS:
That we the undersigned libelant, Arthur F. Hutton, doing business as Hutton Machine Works, as principal, and National Surety Company, as surety, are held and firmly bound unto the Respondent, S. S. "Alaskan," and to the intervening claimant,

British Columbia Marine Ry. Co., Ltd., a corporation, in the above-entitled cause, in the full and just sum of Two Hundred and Fifty (\$250.00) Dollars, lawful money of the United States of America, to be paid to the S. S. "Alaskan," respondent, and the British Columbia Marine Ry. Co., Ltd., a corporation, intervening claimant, their successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally by these presents.

Signed with our seals, signed and dated this 4th day of May, A. D. 1915. [47]

Whereas, lately at the District Court of the United States for the Western District of Washington, in Admiralty, in a suit pending in said court between the libelant and the respondent, S. S. "Alaskan," and the British Columbia Marine Ry. Co., Ltd., a corporation, intervening claimant, a decree was entered against the libelant dismissing the libel of the libelant and awarding costs against the libelant, and the libelant has filed herein his notice of appeal from said decree and each and every part thereof to the United States Circuit Court of Appeals for the 9th Circuit to be hereafter held in the City of San Francisco, State of California;

Now, therefore, the condition of the obligation is such that if the said libelant shall prosecute the said appeal to effect and answer all damage and costs if he fails to make his appeal good, then the above

obligation to be void; otherwise to remain in full force and effect.

ARTHUR F. HUTTON,
By H. A. MARTIN,
His Proctor.

NATIONAL SURETY COMPANY.

[Seal] By GEO. W. ALLEN,
Attorney in Fact.

Service of within Bond and receipt of copy admitted this 4th day of May, 1915.

BRONSON, ROBINSON & JONES,
Proctors for Claimant.

[Indorsed]: Appeal Bond. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [48]

*In the District Court of the United States for the
Western District of Washington.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, Tackle, Apparel and Furniture,
Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Assignment of Errors.

Comes now the libelant herein, being the appellant in the above-entitled matter, and hereby assign errors in the decision and the decree heretofore made herein, and for such assignment of error says:

I.

That the Court erred in holding that the evidence failed to prove that there was any agreement, understanding or consent on the part of the owner of the steamer "Alaskan" that the said steamer should be subject to a lien in favor of the libelant, on account of the labor performed and the material furnished, and on account of which the libel was filed herein.

II.

That the Court erred in holding that the evidence failed to prove that the libelant, in fact, relied upon the credit of the steamer "Alaskan" in performing the labor and furnishing the labor and material and upon account of which the said libel was filed herein.

III.

That the Court erred in holding as a matter of law [49] that it was necessary to prove that there was an agreement, understanding or consent on the part of the owner of the steamer "Alaskan," that the labor performed, was performed, and the material furnished, was furnished, on the credit of the "Alaskan" in order to subject the vessel to a lien for the labor performed and material furnished.

IV.

That the Court erred in entering a decree in favor of the intervening claimant and the respondent, and

in refusing to enter a decree in favor of the libelant.

WHEREFORE, the libelant, appellant herein, prays that the decree of the trial court be reversed as to him and that the District Court be directed to enter a decree for him for the full amount established by the evidence, together with interest thereon and his costs.

H. A. MARTIN,
Proctor for Libelant.

Service of within assignment of errors and receipt of copy admitted this 4 day of May, 1915.

BRONSON, ROBINSON & JONES,
Attorneys for Respondent and Claimant.

[Indorsed]: Assignment of Errors. Filed in the U. S. District Court, Western District of Washington, Northern Division, May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [50]

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent,

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,
Intervening Claimant.

Order to Transmit Original Exhibits.

Now on this 12th day of May, 1915, upon motion of H. A. Martin, and for sufficient cause appearing, it is ordered that Libelant's Exhibits "A" and "B" filed and introduced as evidence upon the trial of this cause, be by the clerk of this court forwarded to the United States Circuit Court of Appeals for the Ninth Judicial Circuit, there to be inspected and considered together with the transcript of the record on appeal in this case.

JEREMIAH NETERER,
District Judge.

[Indorsed]: Order to Transmit Original Exhibits. Filed in the U. S. District Court, Western Dist. of Washington, May 12, 1915. Frank L. Crosby, Clerk. By E. M. L., Deputy. [51]

In the District Court of the United States for the Western District of Washington, Northern Division.

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUTTON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines, Machinery, Boats, Tackle, Apparel and Furniture,

Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Praeceptum [for Apostles on Appeal].

To the Clerk of the Above-entitled Court:

Please kindly prepare for the Apostles on Appeal herein the following:

I. Libel, answer, stipulation for amendment of libel and amended libel.

II. Testimony in case including all exhibits:

III. Both opinions of Court on file:

IV. Final decree, and notice of appeal.

V. Assignments of error.

VI. H. A. MARTIN,

Proctor for Libelant and Appellant.

I waive the provisions of the Act approved February 13, 1911, and direct that you forward type-written transcript to the Circuit Court of Appeals for printing as provided under Rule 105, of this Court.

H. A. MARTIN,

Attorney for Libelant and Appellant. [52]

[Indorsed]: Praeceptum. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division, May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [53]

*In the United States Circuit Court of Appeals for the
Ninth Circuit.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, Boats, Tackle, Apparel, and Fur-
niture,

Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Citation [Copy].

To Steamship "Alaskan," Respondent and British
Columbia Marine Ry. Co., Ltd., a corporation,
Intervening Claimant, appellees herein:

WHEREAS, the libelant, Arthur F. Hutton, doing
businesss as the Hutton Machine Works, has ap-
pealed to the United States Circuit Court of Appeals
for the 9th Circuit from the decree lately rendered
by the United States District Court for the Western
District of Washington, dismissing the libel of the
libelant and awarding costs against the libelant, and
on said appeal has filed security as required by law;

THEREFORE, you are hereby cited to appear be-
fore the United States Circuit Court of Appeals for

the 9th Circuit at the City of San Francisco, in the State of California, within thirty (30) days from the date hereof to do and receive what may pertain to justice to be done in the premises. [54]

Given under my hand at the City of Seattle in the District above named on the 4th day of May in the year of our Lord one thousand nine hundred and fifteen and of the Independence of the United States, the one hundred and thirty-ninth.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the Supreme Court of the United States of America, this 4th day of May, 1915, and of the Independence of the United States, one hundred thirty-ninth.

JEREMIAH NETERER,
United States District Judge Presiding in the United States District Court for the Western District of Washington, Northern Division.

[Seal] Attest: FRANK L. CROSBY,
Clerk of the United States District Court, for the Western District of Washington, Northern Division.

Service of within Citation and receipt of copy admitted this 4th day of May, 1915.

BRONSON, ROBINSON & JONES,
Proctors for Claimant and Respondent.

[Indorsed]: No. 2212. In the District Court of the United States for the Western District of Washington, Northern Division. Arthur F. Hutton, Libellant, vs. Steamship "Alaskan," Respondent, and British Columbia Marine Ry. Co., Intervening Claimant. Citation. Filed in the U. S. District

Court, Western Dist. of Washington, Northern Division. May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [55]

*In the District Court of the United States for the
Western District of Washington, Northern Division.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libellant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,
Intervening Claimant.

Certificate of Clerk U. S. District Court to Apostles.

United States of America,
Western District of Washington,—ss.

I, Frank L. Crosby, Clerk of the United States District Court, for the Western District of Washington, do hereby certify the foregoing 55 typewritten pages, numbered from 1 to 55, inclusive, to be a full, true, correct and complete copy of so much of the record, papers, and other proceedings in the above and foregoing entitled cause as are necessary to the hearing of said cause in the United States Circuit Court of Appeals for the Ninth Circuit, and as is

called for by counsel of record herein, as the same remain of record and on file in the office of the clerk of said District Court, and that the same constitutes the record on appeal to the said Circuit Court of Appeals for the Ninth Circuit from the District Court of the United States for the Western District of Washington. [56]

I further certify the following to be a full, true and correct statement of all expenses, costs, fees and charges incurred and paid in my office by or on behalf of the libelant and appellant for making record, certificate or return, to the United States Circuit Court of Appeals for the Ninth Circuit in the above-entitled cause, to wit:

Clerk's fee (Sec. 828 R. S. U. S.), for making record, certificate or return, 108 folios at 15c.....	\$16.20
Certificate of Clerk to transcript of record— 4 folios at 15c.....	.60
Seal to said Certificate.....	.20
Certificate of Clerk to Original Exhibits—3 folios at 15c.....	.45
Seal to said Certificate.....	.20
Total.....	\$17.65

I hereby certify that the above cost for preparing and certifying record amounting to \$17.65, has been paid to me by H. A. Martin, Esq., Proctor for Libelant and Appellant.

I further certify that I hereto attach and herewith transmit the original Citation issued in this cause.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said District Court at Seattle, in said District, this 13th day of May, 1915.

[Seal]

FRANK L. CROSBY,
Clerk U. S. District Court. [57]

*In the United States Circuit Court of Appeals for
the Ninth Circuit.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libellant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, Boats, Tackle, Apparel and Fur-
niture,

Respondent,

and

BRITISH COLUMBIA MARINE RY. CO., LTD.,
a Corporation,

Intervening Claimant.

Citation [Original].

To Steamship "Alaskan," Respondent and British
Columbia Marine Ry. Co., Ltd., a corporation,
Intervening Claimant, appellees herein:

WHEREAS, the libellant, Arthur F. Hutton, do-
ing business as the Hutton Machine Works, has ap-
pealed to the United States Circuit Court of Appeals
for the 9th Circuit from the decree lately rendered
by the United States District Court for the West-

ern District of Washington, dismissing the libel of the libelant and awarding costs against the libelant, and on said appeal has filed security as required by law;

THEREFORE, you are hereby cited to appear before the United States Circuit Court of Appeals for the 9th Circuit at the City of San Francisco, in the State of California, within thirty (30) days from the date hereof to do and receive what may pertain to justice to be done in the premises. [58]

Given under my hand at the City of Seattle in the District above named on the 4th day of May in the year of our Lord one thousand nine hundred and fifteen and of the Independence of the United States, the one hundred and thirty-ninth.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the Supreme Court of the United States of America, this 4th day of May, 1915, and of the Independence of the United States, one hundred thirty-ninth.

JEREMIAH NETERER,
United States District Judge, Presiding in the
United States District Court for the Western
District of Washington, Northern Division.

[Seal] Attest: FRANK L. CROSBY,
Clerk of the United States District Court, for the
Western District of Washington, Northern Division. [59]

Service of within Citation and receipt of copy admitted this 4 day of May. 1915.

BRONSON, ROBINSON & JONES,
Proctors for Claimant and Respondent.

[Endorsed]: No. 2212. In the District Court of the United States, for the Western District of Washington, Northern Division. Arthur F. Hutton, Libellant, vs. Steamship "Alaskan," Respondent, and British Columbia Marine Ry. Co., Intervening Claimant. Citation. Filed in the U. S. District Court, Western Dist. of Washington, Northern Division. May 4, 1915. Frank L. Crosby, Clerk. By Ed M. Lakin, Deputy. [60]

[Endorsed]: No. 2609. United States Circuit Court of Appeals for the Ninth Circuit. Arthur F. Hutton, Doing Business as Hutton Machine Works, Appellant, vs. British Columbia Marine Railway Company, Limited, a Corporation, Claimant of the Steamship "Alaskan," Her Boilers, Engines, Machinery, Boats, Apparel and Furniture, Appellee. Apostles. Upon Appeal from the United States District Court for the Western District of Washington, Northern Division.

Filed May 17, 1915.

F. D. MONCKTON,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Meredith Sawyer,
Deputy Clerk.

*In the District Court of the United States for the
Western District of Washington, Northern Di-
vision.*

No. 2212.

ARTHUR F. HUTTON, Doing Business as HUT-
TON MACHINE WORKS,

Libelant,

vs.

Steamship "ALASKAN," Her Boilers, Engines,
Machinery, etc.,

Respondent.

BRITISH COLUMBIA MARINE RAILWAYS
COMPANY, LTD., a Corporation,

Intervening Claimant.

**Certificate of Clerk U. S. District Court to Original
Exhibits.**

United States of America,
Western District of Washington,—ss.

I, Frank L. Crosby, Clerk of the District Court of the United States for the Western District of Washington, do hereby certify that the hereto attached sealed package contains the original exhibits introduced and used upon the hearing and trial of the above-entitled cause as follows: Libelant's Exhibits "A" and "B," which said original exhibits are herewith transmitted to the Circuit Court of Appeals, there to be inspected and considered, together with the transcript of the record on appeal in the above-entitled cause; which said exhibits are so transmitted

pursuant to the order of the said District Court so directing, a copy of which said order will be found on page 51 of the record on appeal in said above-entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Seattle, in said District, this 13th day of May, 1915.

[Seal]

FRANK L. CROSBY,
Clerk U. S. District Court.

[Endorsed]: No. 2609. United States Circuit Court of Appeals for the Ninth Circuit. Certificate of Clerk U. S. District Court re Exhibits. Filed May 17, 1915. F. D. Monckton, Clerk.

[Libelant's Exhibit "A"—Invoices.]

Seattle, Wash., September 16, 1909.

M. Str. "Alaskan."

To HUTTON MACHINE WORKS, Dr.

Telephone Main 356

Independent 356

Flyer Dock, Railroad Ave.

Aug. 25 to Sept. 8th.

Machinists at Winslow

Refitting engine, boiler and auxiliaries.

Renew pump rods.

Repair glands.

Repair wench.

Rebabbitt, bore and fit 2 sets crank brasses.

Repair H. P. Valve and stem.

Refit H. P. link.

Straighten eccentric rods.

Renew link pins.

Rebush stuffing box glands.

Machine time 343 hours..... .60 204 80

Overtime to 12 p. m., 93 hours..... .90 83 70

" after 12 p. m., 58 hours....1.20 59 60

Help 86 hours..... .40 34 40

Pipe fitters, 36 hours..... .60 21 60

15#-7/8 Tobin bronze..... .38 5 70

2 screw pulleys..... 30

Dress chisels).

Make Packing hooks)

" scrapers)

" 1 fire hoe)

" 1 reverse arm) 16 75

30# nickel babitt..... .48 14 40

 Forward.....\$441.25

Forward.....	441	25
2½# ¼ brass pipe.....		88
Repair oilers	3	00
1-4" pipe flange.....		95
1-3 x 4 bushing		46
16"-3" black pipe.....		30
1-3" close nipple.....		15
1-5 x 14 gal. nipple.....		83
1-3" ver. check valve.....	6	75
1-4 x 2½ gal. nipple.....		25
2-¾ x ¼ brass reducers.....		35
1-1½ link angle valve.....	3	41
1 yd. each 1/16 and 1/8 anchor sheet packing 19½#60	11 70
13½-5/16-¾-½ & 5/8 Dods C. E. pack- ing90	12 15
1 ball asbestos wicking.....		15
1-1½ chime whistle \$44.00, 50%.....		22 00
12-¾ x 15½ Durox guage glasses.....		4 50

Forwarded..... \$509 08

Forward.....	543 28
Expenses at Winslow.....	6 50
1-12" flat bastard file)	
1-12" half round bastard file).....	1 00
10# cast bronze..... .38	3 80
3¾ & 2-5/8 hex. nuts.....	46
24 Plumbers candles.....	1 92
1 piece 1/16 King sheet packing 3#.. .85	2 25
900# Grate bar casting 3¾.....	33 75
Pattern	5 25
1-1½ link check valve.....	2 25
3# copper wire.....	1 20
<hr/>	
Total.....	\$601.66
2 days boilermaker helper.....	\$ 20.00
<hr/>	
	\$621.66
Nov. 2nd, 1909 Credit cash.....	154.61
<hr/>	
Bal.	467.05

JOHN P. URBANEK,

Chief Engineer Str. Alaskan.

Forward.....	509 08	
2 doz. $\frac{3}{4}$ gauge glass washers.....	40	
2# 2 grease cups.....	3 25	
2- $\frac{3}{4}$ gauge cocks.....	2 20	
1 pair 8" pliers.....	1 35	
1 Scoop shovel.....	1 00	
5# Graphite	1 10	
1-1 $\frac{1}{2}$ x 1 $\frac{1}{4}$ bushing	05	
1-1 gal. oil can.....	25	
1 Tin funnell.....	10	
3-2" x 1 $\frac{1}{2}$ hose bushing and nipple...	1 90	
1-2" hose coupling.....	1 35	
1- $\frac{3}{4}$ Butterfly valve.....	1 50	
1 Sheet 1/16 Klingrite packing 6 $\frac{1}{2}$ #..	1.00	6 50
16 valves for air and feed pumps 6#..	.75	4 50
1 Gauge glass cutter.....	1 25	
37- $\frac{1}{2}$ # Red and white lead.....	3 75	
1- $\frac{1}{2}$ " & 1- $\frac{5}{8}$ Round files.....	1 00	
1-4" stop valve bonnet and stem.....	2.75	\$543.28

Seattle, Wash., Feb. 19th, 1912.

M. Steamer Alaskan.

STATEMENT

To HUTTON MACHINE WORKS, Dr.

1314 Post Street.

Telephone Main 356	Independent 356
Bal. due invoice Sept. 16th, 1909.....	467.05
Due Invoice Sept. 30th, 1909.....	133.82 \$600.87

Seattle, Wash., 9/30, 1909.

M. Str. "Alaskan."

To HUTTON MACHINE WORKS, Dr.

Telephone Main 356

Independent 356

Flyer Dock, Railroad Ave.

9/20 to 28.

Make boiler studs.

Chase pump cover and steam chest head.

Make nut for 2" valve and thread hub.

Face, drill & fit taper flange to condenser.

Machine work 23 hours.....	.60	13 80
1 Engineer 36 hours.....	.60	21 60
18 hours on boiler.....	.60	10 80
2-¾ Street ells.....		20
1-1½ plug		08
3-¾ Cap screws.....		30
1 Fire hoe made.....		4 50
Pipe fitters, per attached bill.....		73 04
2½ boxes plumbers candles.....		8 00
1-4" pipe flange.....		1 50

 133.82

JOHN P. URBANEK,

Chief Engineer Str. Alaskan.

[Endorsed]: Exhibit "A." Libellant's Exhibit "A" Rec'd and Filed Dec. 10, 1912. Wm. D. Totten, U. S. Commr. No. 2212. Filed in the U. S. District Court, Western Dist. of Washington, Jul. 3, 1914, Frank L. Crosby, Clerk. By _____, Deputy.

No. 2609. United States Circuit Court of Appeals for the Ninth Circuit. Filed May 17, 1915. F. D. Monckton, Clerk.

[Libelant's Exhibit "B"—Certificate of Registry.]

Insert "Permanent" or "Temporary"	THE	Official No.	Letters
Permanent	UNITED STATES OF AMERICA		
Register No. 2-A	Department of Commerce and Labor	91866	

BUREAU OF NAVIGATION

Rebuilt at Ballard, Wn., 1906.	Duplicate	Measured:, 1....
Remeasured:, 1....	CERTIFICATE OF REGISTRY	Number of Crew, Nine

In Pursuance of Chapter One, Title XLVIII, "Regulation of Commerce and Navigation,"
Revised Statutes of the United States,

¹ H. C. Strong, of Ketchikan, Alaska, President, having taken and subscribed the oath ².....required by law, and having sworn ³..... that ⁴ the S. S. Alaskan, incorporated, a corporation organized under the laws of the State of Washington,.....

.....the only owner of the vessel called the Alaskan, of Ketchikan whereof J. E. Anderson is at present master, and is a citizen of the United States, and that the said vessel was built in the year 1886, at Oucatta, Oregon of ⁵ wood as appears by ⁶ Per. certificate of enrollment No. 110, issued at Pt. Townsend, Wn., Mar. 19, 1906; surrendered "Home port & trade changed" and ⁷ said enrollment having certified that the said vessel is a (I. P.) St.s.; that she has One deck, Two mast,..., a Sharp head, and an Elliptic stern; that her register length is 96 5/10 feet, her register breadth 19 0/10 feet, here register depth 7 1/10 feet, her height .../10 feet; that she measures as follows:

	Tons	100ths
Capacity under tonnage deck.....	75	45
Capacity between decks above tonnage deck.....		
Capacity of inclosures on the upper deck, viz:.....	41	08
Gross Tonnage.....	116	
Deductions under Section 4153, Revised Statutes, as amended by Act of March 2, 1895:		
Crew space 7.67; Master's cabin.....	7	67
Steering gear....; Anchor gear....; Boatswain's stores....;		
Chart house....; Donkey engine and boiler.....;		
Storage of sails.; Propelling power 37.28.....;	37	28
Total Deductions.....	44	95
Net Tonnage.....	71	

The following-described spaces, and no others, have been omitted, viz:....

.....and the said ⁸ H. C. Strong having agreed to the discription and admeasure-ment above specified, according to law, said vessel has been duly registered at this Port.

GIVEN under my hand and seal, at the Port of Ketchikan, Alaska, this 15th day of September, in the year one thousand nine hundred and six.

[Place for Seal of Naval Officer.]	No	[Place for Seal (Sgd.) JOHN L. ABRAMS, of Deputy Collector of Customs.
	Naval Officer.	Collector.]

¹ Insert name and address of person by whom oath or affirmation was made.

² Substitute "affirmation" when necessary.

³ Substitute "affirmed" when necessary.

⁴ If there is only one owner, write "he" or "she"; if more than one owner, write "he (or she) owning" and the part owned, "together with" followed by the names of other owners, their shares and addresses.

⁵ Write "wood," "iron," "steel," or as required.

⁶ Cite surrendered marine document or write "certificate of, builder..," if first document of a new vessel.

⁷ Write "said register," "said enrollment," or "said license." In the first document of a new vessel, give the name and title of the measurer.

⁸ In the first document of a new vessel, give the name of the person countersigning certificate of measurement.

[Place for Seal of
Department of
Commerce and Labor]

EUGENE TYLER CHAMBERLAIN,
Commissioner of Navigation.

Arthur F. Hutton vs.

Office of Collector of Customs,
 District of Alaska
 Port of Juneau

I hereby certify the within to be a true copy of the original on record in this Office.

Given under my hand and seal this 18th day of November, 1913.

J. F. PUGH,
 Deputy Collector of Customs.

[Endorsed]:

Exhibit "B" Libellant.

Cat. No. 1266

Department of Commerce and Labor

Bureau of Navigation

Permanent

(Permanent or Temporary)

Duplicate

CERTIFICATE OF REGISTRY

No. 2-A

of the

St. s.

called the

Alaskan

of

Ketchikan

116 gross, 71 net,

..

issued at the

Port of Port Townsend, Wash.

March 19th, 1906.

Where Surrendered:

Ketchikan

When Surrendered:

June 24, 1910

Why surrendered

Sold to Alien

J. F. PUGH,
 Dep. Coll. of Customs.

Libellant's Exhibit "B." Recd. & Filed June 6, 1914. Wm. D. Totten, Commissioner. No. 2212. Filed in the U. S. District Court, Western Dist. of Washington. Jul. 3, 1914. Frank L. Crosby, Clerk. By, Deputy.

No. 2609. United States Circuit Court of Appeals for the Ninth Circuit. Filed May 17, 1915. F. D. Monckton, Clerk.